

Appendix D
to DIR-SDD-1962

Statement of Work Number [Insert SOW #]

[Project Title Here]

I. PARTIES:

“INSIGHT”

“CLIENT”

Insight Public Sector, Inc.
6820 South Harl Avenue
Tempe, Arizona 85283
Attention: Contracts

II. SOURCE OF FUNDING (if applicable):

PO # __

III. ENTIRE AGREEMENT. This Statement of Work (“SOW”) is subject to the DIR Contract No. 1962 between Insight and Client and its Affiliates, dated _____, 20__, (the “Agreement.”) This SOW, including the Contract and all documents either attached hereto or incorporated by reference, make up the entire agreement with respect to the subject matter hereof. Terms not defined in this SOW have the meaning attributed to such terms in the Agreement unless otherwise specified in this SOW.

IV. SCOPE OF SERVICES. [Insert a description of the Services to be performed by Insight].

A. **Insight’s Responsibilities.** Insight will provide all necessary labor, supervision, maintenance, consultation, materials, tools and equipment to perform the Services and provide the Deliverables described in this SOW. For purposes of this SOW, “Deliverables” means any materials produced in the course of performing Services listed or specifically required to be delivered to Client under this Statement of Work.

B. **Client’s Responsibilities.**

1. Client will provide the project team with the necessary workspace and equipment as well as timely access to internal experts for critical information.

C. **Deliverables.** [Insert a description of the Deliverables to be performed by Insight]

1. **Acceptance Criteria.** [Insert acceptance criteria and procedure for acceptance of Deliverables.]

D. **Warranty.**

E. **Resource Team:**

Client Designated Representative(s)	Insight Designated Representative(s)
Project Mgr. Name:	Project Mgr. Name:

Title:	Title:
Address:	Address:
Telephone:	Telephone:
Email:	Email:

F. Change of Scope Procedure. If either Party identifies an alteration to the scope, Deliverables, or milestones that affects the cost, schedule, and/or quality of the Deliverables, it shall be brought to the attention of that organization's Project Manager by completing and submitting a Change Request Form, incorporated as Attachment 1 to this Appendix D. Upon submission, both Project Managers will review the form to determine whether a modification to the scope is necessary and what effects the implementation of such change may have on price, schedule, or other terms of the Project. Estimated turn around time for such determination is 5 calendar days. If both Parties mutually agree to implement the Change Request Form, then this SOW shall be amended accordingly in writing and signed by the authorized representatives of each Party. Each Party will timely adhere to the newly defined change in scope and their respective obligations.

V. SCHEDULE. The term of this SOW will start as of _____ and conclude on or before _____, 20__.

[Insert here other information and terms regarding project management milestones/plans that may affect Insight's ability to meet its requirements as well as Insight's estimated completion dates. OR Choose the following for this subsection: Insight will use its best efforts to meet the Completion Dates set forth below:

A. Milestones.

PROJECT MILESTONES	COMPLETION DATES

VI. COMPENSATION.

[Choose the following and delete the other:]

A. **Fixed Price.** As consideration to Insight for satisfactory and complete performance of the Services, including all costs incurred in connection with the Services and Insight's other obligations under this SOW, Client shall pay Insight the total fixed price of \$_____. The total amount paid to Insight will not exceed the total fixed Price without the prior written approval of Client.

[OR choose the following and delete the other:]

- **A. Time and Materials. Client will compensate Insight for satisfactory and complete performance of the Services on a time and materials basis in accordance with following:**

1. Personnel Rates. Personnel Rates are based on fixed composite personnel rates* for all actual time Insight's personnel are directly engaged in the performance of the Services,

Classification	Straight Time Rate/Hour
	\$
	\$
	\$
	\$
	\$
	\$
	\$

*Fixed composite personnel rates shall include all (a) payroll costs; (b) fringe benefits; (c) payroll and all other taxes; (d) insurance costs; (e) indirect and overhead burden and administrative support services, such as legal, accounting, secretarial and clerical; (f) other non-reimbursable direct expenses; and (g) profit.

[Insert any other terms regarding compensation. For example: invoice instructions if needed, e.g. Submit invoices monthly on every ____ (__) day of the month; payment conditions if needed, e.g. 1% discount if paid in 15 days.]

VII. SPECIAL TERMS AND CONDITIONS:

- **A. Project Kickoff. A project kickoff meeting will be held to discuss network design, discover any possible problems/risks, and formulate an appropriate plan (including a firm engagement schedule and downtimes).**
- **B. Business Hours. Work will be performed during normal business hours unless otherwise mutually agreed upon. Normal business hours are defined as Monday through Friday, 8 am – 5 pm.**
- **C. Facilities/Access.**

AGREED TO AND SIGNED by authorized representatives of each of the Parties on the dates indicated below.

INSIGHT

CLIENT

By:

Signature

By:

Signature

Name

:

Name

:

Title:

Title:

Date:

Date:

ATTACHMENT 1 to APPENDIX D

CHANGE ORDER				
<Client>		Original Project Name		Project ID:
Insight Manager		Insight Consultant		Request Date
Purchase Order to Apply to Changes:				
Original Scope Task				
Reason for Change				
Description of Change				
Impact of Change				
Project Schedule				
Project Pricing				
Quality Plan				
Other Plan				
Required Deliverables				
<input type="checkbox"/>	Statement of Work		Subcontract Agreement	
<input type="checkbox"/>	Project Plan	<input type="checkbox"/>	Quality Plan	
<input type="checkbox"/>	Project Schedule	<input type="checkbox"/>	Other	
Signatures				
Insight Resource Manager			Date	<input type="checkbox"/> Approved <input type="checkbox"/>

				Rejected
Print Name:		Title:		
Client Project Manager		Date		<input type="checkbox"/> Approved <input type="checkbox"/> Rejected
Print Name:		Title:		